whose property was insured has no such interest that disqualifies him from issuing the policy, as the interest is merely a nominal one. *German Ins. Co.* v. *Independent School Dist.*, 80 Fed. 366, 25 C. C. A. 492. The principal case relies on the authority of *Citizens State Bank of Chautauqua* v. *Shawnee Fire Ins. Co.*, 91 Kan. 18, where under the same statement of facts the Kansas court held that the policy was valid and that the maxim did not apply, the court saying that "The maxim that no man shall serve two masters does not prevent the same person's acting as agent for certain purposes of two or more parties when their interests do not conflict and when loyalty to one is not a breach of duty to the other. Here the fact that the agent was cashier of the bank which held the mortgage did not prevent his acting with fidelity to his principal, and there is no reason to suppose that the risk would have been refused had all the facts been fully disclosed." See also *Fisk* v. *Royal Exchange Assur. Co.*, 100 Mo. App. 545.

INSURANCE—FORFEITURE FOR BREACH OF CONDITION OR WARRANTY.—Plaintiff insured his farm and personal property in the defendant company, a farmers' mutual fire insurance company. The charter and by-laws of the insurer contained clauses which stated that the policy would become void if additional insurance was procured without notice or consent of the insurer. Plaintiff procured such other insurance without notice or consent; and when the plaintiff presented notice of loss and demanded payment, the defendant refused. *Held*, that the statute declaring "No policy of fire insurance shall hereafter be declared void by the insurer for the breach of any condition of the policy if the insurer has not been injured by such breach, or where a loss has not occurred during such breach and by reason of such breach of condition," applies and allows a recovery on the policy. *Lagden* v. *Concordia Mutual Fire Ins. Co.* (Mich. 1915) 154 N. W. 87.

The application of the plaintiff contained a promise to agree to and abide by the charter and by-laws, and that a breach of this should render the policy void. The dissenting opinion declares this to be a warranty and hence not affected by the statute, which applies only to conditions. *Sheldon* v. *Mich. Millers' Mutual Fire Ins. Co.*, 124 Mich. 303; *McGannon* v. *Mich. Millers' Mutual Fire Ins. Co.*, 127 Mich. 636; *Benham* v. *Farmers' Mutual Fire Ins. Co.*, 165 Mich. 406. The question whether a promise made in the application constitutes a warranty depends on whether the application is made part of the contract. *Phoenix Life Ins. Co.* v. *Raddin*, 120 U. S. 183. When the application is made part of the policy, the statements and answers made therein are warranties, if made in such form, and the insured's intent to bind himself to the exact truth in his answers, even as to immaterial facts, is adequately manifested, and the parties thereby agree upon the materiality of the things warranted. *Armour* v. *Insurance Co.*, 90 N. Y. 450; *Am. Credit Indemnity Co.* v. *Mfg. Co.*, 95 Fed. Ill., 36 C. C. A. 671; *Hoose* v. *The Prescott Ins. Co.*. 84 Mich. 309. Several states have regulated this rule by statute, declaring that to be effective, the warranty must be contained either in the policy, or in the signed application, which must be referred to in express terms in the policy or incorporated in full therein POMEROY'S

CALIF. CIVIL CODE, § 2605; MASS. REV. LAWS, 1902, chap. 18, § 21; MINN. LAWS 1895, chap. 175, § 52; MONT. CIVIL CODE 1895, § 3472; N. CAR. PUBLIC LAWS 1899, chap. 54, § 42; N. D. REV. CODE 1899, § 4505; S. D. REV. CODE 1903, § 1853; VA. CODE 1904, § 3252. The dissent also points out that the statute should only be held to apply to that class of conditions which relate, usually, to casual risks, and not to apply to those which relate to matters which are of the very essence of the contract—those which must always be considered as controlling in the accepting or continuing of the risk. "So construed it may sensibly be read and applied along with the statute which prescribes a standard form of policy, in which breaches of various conditions do, in terms and at once, make the policy void." See *Excelsior Foundry Co.* v. *Assurance Co.*, 135 Mich. 474; OSTRANDER, FIRE INSURANCE (2nd Ed.) 77.

JUDGMENT—EQUITABLE RELIEF ON GROUND OF PERJURY.—In a former action defendants (Freebury) suing as husband and wife, in an action for the woman plaintiff's personal injury, recovered $12,000, but the damages alleged were only such as she would have been entitled to if suing as unmarried. After the satisfaction of the judgment it was learned that plaintiffs in that suit were not husband and wife. Plaintiff, in this suit, seeks equitable relief against that judgment because of the perjury. *Held*, relief refused. *Robertson et al.* v. *Freebury et al.; (Chicago, M. & P. S. Ry. Co., Intervener.)* (Wash. 1915) 152 Pac. 5.

It is elementary that "A judgment, either of a legal or of a equitable tribunal, may be, in effect, vacated by a court of equity, if it was obtained by fraud." FREEMAN, JUDGMENTS (4th Ed.) § 489; *Young* v. *Tucker*, 39 Iowa, 600. It is generally held that procuring a judgment by perjured testimony is not such fraud as will merit equitable relief. Equity will relieve against a judgment only when the fraud relied upon is entirely extrinsic and collateral to the question examined. *U. S.* v. *Throckmorton*, 98 U. S. 61; *Kretschmer* v. *Ruprecht*, 230 Ill. 492; *Richards* v. *Moran*, 137 Iowa, 220; *Moore* v. *Gulley*, 144 N. Car. 81. "The reason of this rule is that there must be an end of litigation, and when the parties have once submitted a matter, or have the opportunity of submitting it for investigation and determination, and when they have exhausted every means for reviewing such determination in the same proceeding, it must be regarded as final and conclusive unless it can be shown that the jurisdiction of the court has been imposed upon." *Pico* v. *Cohn*, 91 Cal. 129. "If the courts of equity were to assume jurisdiction to vacate judgments at law because of false swearing at the trial, they would, in effect, become courts of review of large per cent of the litigation in trial courts." *Hendrickson* v. *Bradley*, 85 Fed. 508, 517. The rule applies though the false testimony was introduced through the procurement or connivance of the party to be benefited by it, and with knowledge on his part that it was false. *Pico* v. *Corn, supra; Maryland Steel Co.* v. *Marney*, 91 Md. 360. If a witness, on whose testimony the verdict was given, has been convicted of false swearing in the case, in a few instances, courts of equity have taken jurisdiction. *Morrell* v. *Kimball*, 1 Me. 322; *Moore* v. *Gulley*, 144 N. Car 81; *Great Falls Mfg. Co.* v. *Mather*, 5 N. H. 574. See *Keyes* v. *Brackett et al.*,